

ORDERED ACCORDINGLY.



1 **TIFFANY & BOSCO**  
2 P.A.  
3 **2525 EAST CAMELBACK ROAD**  
4 **SUITE 300**  
5 **PHOENIX, ARIZONA 85016**  
6 **TELEPHONE: (602) 255-6000**  
7 **FACSIMILE: (602) 255-0192**

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10 Mark S. Bosco  
11 State Bar No. 010167  
12 Leonard J. McDonald  
13 State Bar No. 014228  
14 Attorneys for Movant

15 10-22321

Dated: November 22, 2010

  
GEORGE B. NIELSEN, JR  
U.S. Bankruptcy Judge

10 **IN THE UNITED STATES BANKRUPTCY COURT**  
11 **FOR THE DISTRICT OF ARIZONA**

12 IN RE:

13 No. 2:10-BK-24973-GBN

14 Kim Carlene Denson  
15 Debtor.

Chapter 7

16 US Bank National Association, as Trustee for  
17 WFASC 2003-9  
18 Movant,

19 ORDER

20 (Related to Docket #28)

21 vs.  
22 Kim Carlene Denson, Debtor, Lothar Goernitz,  
23 Trustee.

24 Respondents.

25 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed  
26 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,  
and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real  
2 property which is the subject of a Deed of Trust dated June 9, 2003 and recorded in the office of the  
3 Maricopa County Recorder wherein US Bank National Association, as Trustee for WFASC 2003-9 is the  
4 current beneficiary and Kim Carlene Denson has an interest in, further described as:

5 THE SOUTH 280.13 FEET OF THE EAST HALF OF THE EAST HALF OF THE  
6 NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF  
7 SECTION 31,  
TOWNSHIP 5 NORTH, RANGE 6 EAST, OF THE GILA AND SALT RIVER BASE AND  
MERIDIAN, MARICOPA COUNTY, ARIZONA,

8 IT IS FURTHER ORDERED that Movant may contact the Debtor by telephone or written  
9 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance  
10 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement  
11 with Debtor. However, Movant may not enforce, or threaten to enforce, any personal liability against  
12 Debtor if Debtor's personal liability is discharged in this bankruptcy case.

13 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter  
14 to which the Debtor may convert.  
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